

LETTER

OF

ALBERT PIKE

TO

THE CHOCTAW PEOPLE.

WASHINGTON:
CUNNINGHAM & McINTOSH, PRINTERS.
1872.



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TO THE PEOPLE

OF THE

CHOCTAW NATION.

In October, 1869, I addressed a memorial to your General Council on the subject of my attorneyship for you, in regard to your claim for the nett proceeds of the sales of your lands, under the treaty of 1830.

I did not expect or desire to have to trouble you again; but the recent discovery by me of a disgraceful fraud and falsehood, carefully concealed from me for years, makes it a duty to you, as well as to myself, that I should once more call your attention to my long labors in your behalf at the City of Washington before the war.

To show you clearly how you have been misled and kept in ignorance, by means of treachery, in regard to the services I have rendered you, I shall be compelled to go back to the beginning, and to repeat, as briefly as I can, part of that which I have once represented to your General Council; and beg you to read it carefully.

In the year 1853 I was residing in Little Rock, Arkansas, engaged in the practice of the law. It was proposed to me to take charge of the claims of the Creek Nation against the United States; and after hesitating for a time. I consented to do so. I was no adventurer or ex-clerk of the Indian Office, or Indian agent, or claim agent or lobbyist, but a lawyer of seventeen years practice, at the head of the profession in Arkansas, and earning from six to eight thousand dollars per annum. Circumstances had given me a large

acquaintance in many parts of the United States, and with many senators of the United States; and an influence with these, which I possessed, as in every respect, except position, their equal, and on intimate terms of friendship with them.

Having agreed to take charge of the Creek claims, and knowing of the existence of claims of the Choctaws, I sent a friend to your country to propose to take charge of your claims also, which was the cause of my subsequent employment.

At the session of Congress of 1852-53, I was at Washington and presented the Creek claims to Congress. Upon my arrival there I employed Mr. John T. Cochrane to assist me. He had been employed in 1852 by Colonel Raiford, the Creek agent, from whom he was to receive one half of his (Raiford's) compensation of one third, *i. e.*, one sixth of the fee; and when I employed him I agreed to raise his interest in the fee to one fourth, to which agreement I faithfully adhered, and he received his full amount of one-fourth of all fees we received from the Creeks.

We failed to procure an appropriation for the Creeks at that session, and at the next session, (1853-54), I was in Washington again, during several months. In January, 1854, your delegation came to Washington, and I was employed by them as your sole counsel, and a contract was entered into in writing, on the 13th of March, 1854, between them and myself, fixing my fee at 25 per cent. I then employed Mr. Cochrane in that case also, giving him an interest equal to my own, (one fourth), in the fee, two other persons being equally interested with us; one of whom was Mr. Luke Lea. I had prepared, (and *did* prepare, during its whole progress) all the arguments and correspondence in regard to the Creek claim; and, by agreement between us, Mr. Cochrane prepared the first paper in regard to the Choctaw claim, which will be found at page 13 of the pam-

phlet entitled "The Choetaws, their rights, interests and relations." When he had prepared it he submitted it to me, and making some slight corrections in it, I approved it. And when, on the 20th of April, the matter was referred, as we desired, to Colonel Douglas H. Cooper, for investigation and report, that point being gained, I returned, *by agreement*, to Arkansas, to attend to my current business there, leaving Mr. Cochrane to conduct the further correspondence, which he did, until, on the 25th of September, 1854, (same pamphlet, p. 42,) the Secretary of the Interior decided against the claim urged by the delegation, to the nett proceeds of the lands, under the treaty of 1830.

On the 14th of September, before this final decision, Mr. Cochrane, by letter of that date, furnished me with a particular account of what had been done. I append it to this relation of facts, and request you to read it carefully. It is marked A. You will see in it the proof that I had approved the first communication prepared; that we were conducting together both the Creek and Choctaw matters, and that he proposed to me to appeal to the Senate in its executive capacity, and obtain a resolution advising the making of a treaty with the Choctaws, in order to do justice.

I did not believe that anything could be effected in that way, or, indeed, in any way, with the Senate; and certainly not at the next session, which, being the short one, was to end on the 4th of March, 1855. And Mr. Cochrane himself abandoned the idea, and, as you will see at page 48 of the pamphlet, took an appeal to the President from the Secretary's decision, *which was not decided until after Congress had adjourned*, to wit, on the 28th of March, 1855. I had, in the fall of 1854, removed to New Orleans, and was there during the winter of 1854-1855, ready to go to Washington at any time, if anything could be effected at that session; but we being satisfied that nothing could be, either in the Creek or

Choctaw business, and the appeal not being decided, I remained in New Orleans, and was not in Washington until May, 1855. *It might as well have been pretended that I had abandoned the Creek claim as that of the Choctaws.* I had not abandoned, or thought of abandoning, either of them. But by agreement between us we were not moving in either at that short session; indeed, until the appeal was decided, we *could* not move in your matter; and my absence was in accordance with that agreement and understanding, and because the appeal was pending.

While I was thus absent, Mr. Cochrane entered, *without my knowledge or consent*, into a new agreement with your delegates, *in his own name*, and for himself alone, which bears date the 13th of February, 1855, at which time I was in the City of New Orleans; of which he afterwards informed me, stating, as a reason for the change, that it had been found necessary to increase the fee to 30 per cent. in order to appropriate five per centum to the delegates, in addition to five per centum which I had agreed to pay Colonel Peter P. Pitchlynn; and, also, because it was necessary to employ certain persons who would not engage in the matter unless they could have a contract for their compensation, signed by the very person to whom the Choctaws had contracted to pay the fee. *He did not show me the new contract*, and, his explanation being plausible and entirely satisfactory, I never asked to see it. In truth, I did not want to have any thing to do personally with the subsidizing of parties, wherever and wherever they might be, to aid in respect to the claim, and was quite willing that everything of *that sort* should be managed by *him*.

For I had taken charge of your claims as a lawyer, to get them paid, if I could, because they were just, upon their merits, and by convincing men by fair argument that they *were* just; and if resort was had to any other means I had nothing to do with it, and wanted nothing to do with it. Neither have you ever got anything by such means.

By referring to the letter of your delegates, of 14th June, 1855, to the Commissioner of Indian Affairs, at page 74 of the pamphlet, you will see that they then said this: "Our agent being here at the time (in 1854) he was commissioned by the Department to investigate and report upon our business. He executed the trust with fidelity and ability, and his report strongly sustained our rights and claims, though he differed from us as to the particular grounds upon which we based them. The Department repudiated them altogether, and referred us to Congress. *For reasons given we protested against the reference as unjust and ungenerous, and appealed to the President. The Honorable Secretary of the Interior decided that the President refuse to interfere; AND CONGRESS HAVING, IN THE MEANTIME, TERMINATED ITS LATE SESSION, THERE SEEMED TO BE NO FURTHER OCCASION FOR OUR REMAINING HERE.*" Is anything further needed to show why I was not required to be in Washington during that session of Congress?

The contract made by Cochrane was kept carefully concealed from me during the whole time that I was conducting and managing your claims, and I never saw it until a copy of it, procured by my son in your country, was shown me by him on the 26th of December, 1871. If he had not gone to your country for me, and procured the copy, I dare say I should never have seen it at all.

Upon reading this contract, I found, to my astonishment, that it virtually and in effect represented me as having abandoned your business, by leaving the City of Washington before any progress was made in the prosecution of the claims; that it stated that I had not rendered any service therein; and that the delegates had to rely on John T. Cochrane alone; and that it took upon itself, without notice to me, and without my knowledge, *for those reasons to annul the contract with me, and declare it null and void.* The pretext was false, as Cochrane well knew, and the recital in the

contract in regard to me was, on his part, an act of treachery and bad faith, especially and the more fraudulent and perfidious, because of our relations in regard to the Creek claim, and of my entire confidence in him; and his concealment from me of the *true* reason which he had for making the new contract, and of these pretences, and his statement of other and fair reasons, were intended to keep me in ignorance, and were faithless and fraudulent.

Neither had I seen, until the same day in December, 1871, the report made by Colonel Pitchlynn for himself and his co-delegates, in 1868, to your Principal Chief and General Council, in which he was made to state that after I had been employed I had suffered a considerable time to elapse without making any effort or taking any steps to advance the interests entrusted to my care, and had then abandoned the case and left the city, assigning no reason whatever for my conduct; and that then, deserted by the counsel they had engaged, they had turned in their extremity to Mr. Cochrane.

One does not live long in the City of Washington without finding that of the white men he has to deal with, there is no reliance to be placed in the honor or the word of more than one in ten; and that the large majority of those who are engaged there in prosecuting claims will resort to any disreputable trick or device to get moneys to which they have no right. But I have not found red men so faithless, or so ready to resort to lies to obtain dishonest advantages; and I do not doubt that your delegates were misled and deceived by Cochrane and others, and made to believe, and did believe, that I had abandoned the case. I suppose they could not imagine that a device so dishonorable would be resorted to, as the deliberate statement of a falsehood, to push me out of the case, and enable Cochrane and his confederates to grasp the whole fee. That he would have done so if he could, I *now* have good reason to believe, if he had

not afterwards found that he would lose his interest in the Creek case, if I discovered the trick he had played, and also that, except through my influence, he could not, even after the treaty was made, hope to get the desired award from the Senate.

In May, 1855, I was in Washington, and found the negotiations for a treaty proceeding towards a conclusion. My services were not needed, merely to help to write letters, and it was agreed that I should return to New Orleans and Arkansas, and attend to my business, and be in Washington at the next session to aid in procuring the ratification of the treaty, if it should be made, and to endeavor to have a treaty made and ratified with the Creeks.

I did return to Washington early in February, 1856, and did all that was necessary to procure the ratification of the treaty. Senator Sebastian, Chairman of the Committee on Indian Affairs, being of my own State, and he and Senator Johnson, formerly Chairman of the Committee of Indian Affairs of the House, also of Arkansas, being my warm personal friends, the treaty was ratified without difficulty.

Then, as had been agreed, my labors were to commence. I was to take the entire charge of procuring the award. There was to be no manipulation of *persons*, but the matter had to be carried by force of argument and the personal influence of knowledge and ability.

We proceeded with the Creek claim; and taking upon myself the whole burthen of it, and writing every letter, paper and argument during the negotiation of the treaty, (as Cochrane had done by our agreement in the Choctaw case;) and in August, 1856, we effected a treaty which gave them nearly a million-and-a-half of dollars. This was ratified in September, on the last night of the session; and I then returned to Arkansas.

In October, 1856, we were to be paid our fee upon \$400,000, paid the Choctaws under the treaty; and it had been

agreed between Mr. Cochrane and myself that we would go together from Little Rock to your country at the proper time. He gave me no hint then that he proposed to appropriate the whole of that fee to himself and others, excluding me.

But on the 2d of October, 1856, he wrote from Washington the letter marked B, in the Appendix, giving plausible reasons, invented by him, why it would not be well for us to go to the Choctaw country together—reasons which I now know were unreal and deceptive. It would be concluded, he said, that we were associated with the Choctaw business, and if in that, in the Creek business also.

He then proceeded to admit that, in the only conversation we had, (which was when I was informed by him of the making of the new contract with him,) I had wanted to know whether he considered that I had an interest in it, and *he had readily assented*, notwithstanding all that had been accomplished without me, *and that I should have an interest in it equal to his own*, whatever that might finally be.

He then repeated what he *said* he had said to me, in regard to the fee on the \$400,000, and that he had *excepted* that—with other details as to what he had said; *every word of which was false*. *He never had said anything of the kind to me*. In fact there never was any conversation of the kind. After the new contract was made he told me the reasons why it was made, as I have stated them. I never imagined that he considered our relations to each other, or mine to the case, changed at all. How could I have *asked* him whether he *considered* I still had an interest? And if it had not been false to say I had abandoned the case, how came he, who loved money, “readily” to *assent* that I was equally interested with him? He was not a man to *give* to others that which belonged to himself.

But I beg you to read the letter further. After saying that he did not think I had a just claim to a part of the fee

of \$120,000, he said: "But, if, from our original association in the business, and of a reliance by you on me to conduct the business in your absence, * * * if for these or other reasons you think differently, just make me out a memorandum of your views on the subject," &c. Here is an admission that I did rely on him to conduct the business in my absence. Why? It could only be because I had a right to rely on it; and so I had.

And do you suppose that, if Mr. Cochrane had told me what he *said* he had, and if I had no right to any part of the fee, he would have *qualified* his denial of my right, by proposing to me to submit a memorandum of my views, that he might "bring it forward for consideration"? Pshaw! an honest man, doing what he knew to be right, and resisting what he believed to be an unjust claim, would have said, manfully and boldly, "You have no right to this; I so told you long ago, and you did not object; and there is no more to be said on the subject. You cannot have that which you are not entitled to."

But Mr. Cochrane had not the nerve to say that, because he knew he was doing a mean thing, and so he vacillated and qualified his denial.

I answered his letter, indignantly and energetically, asserting my rights as in all respects equal to his. What did he do? Why, he "backed out;" and on the 13th of November answered my letter by one enclosing \$10,000, in which, (Appendix C,) after telling me that he had to pay out more money than he expected "to make all things right and smooth for the present and future both," he said, without a line as to his previous impudent denial and my reply, "For your share I enclose you two certificates of deposit for \$5,000 each (\$10,000) of the Southern Bank at New Orleans. * * * The amount I remit is a full and equal share, except in one case, &c. * * * I trust you will be satisfied, as, with the exception of that case, you stand upon

an equal footing with the other distributees." Then he spoke of the fee due us in the Creek matter, and expressed a hope that I would be in Washington *to aid in the big Choctaw case.*

Do you suppose, that he would thus have acknowledged my right to an equal share if I had not been entitled to it? No. His pretty scheme had failed; and they could not afford to dispense with my services. But he did not send me an equal share. The fee was \$120,000. Two-thirds of this belonged to the attorneys, who were four in number. My share was \$20,000. I knew that I had been cheated, but I said nothing more on the subject, intending always that when the principal fee should be paid, there should be a full exhibit and settlement as to this fee also.

The next winter (1856-57) I went to Washington again at the beginning of the session, and remained until it ended, on the 4th of March. From the time that I then reached there, until the end, I assumed and had control of the matter of the Choctaw claim, and conducted it before the Senate Committee and the Senate. The consideration of the questions submitted by the treaty was referred to the Committee on Indian Affairs, and I prepared the "Notes upon the Choctaw Question," showing what your title was to the lands east of the Mississippi; what it was to those west prior to the treaty of 1830; what appliances of moral coercion, force and duress were used to obtain the treaty of 1830; what inducements were held out and promises made; what reservations were provided for; and that you were entitled to the nett proceeds of your lands. This was placed in the possession of the committee; but we did not succeed in having any action upon it, in consequence of the shortness of the session.

In May, 1857, Mr. Cochrane and myself were for several months at the Creek Agency, where the principal fee due us by the Creeks was paid, and he received his share in

full, as he did afterwards of two other sums that I collected there, while he remained at Washington.

On the 30th of December, 1857, Mr. Cochrane wrote to me, I being in New Orleans: "Nothing doing in Choctaw matters; we are waiting for Luce, who has not yet arrived, and who, you know, has now control of the business, it being absolutely necessary for both you and myself to keep in the background. There may not, therefore, be any necessity for your being here for some time yet. As soon as there is I will let you know."

On the 4th of January, 1858, I wrote to him to know when I would be needed in Washington. On the 13th he wrote in reply. Extracts from this letter are appended, marked D. You will see by reading it what his plans were, and when he wanted me at Washington. I did not wait until that time, but went soon after, and remained until the end of the session, far in the summer. The matter did not take the course he proposed, not being sent to the Secretary for investigation. Nor could we convince senators, nor the chairman of the committee, that you were, under the treaty of 1830, entitled to the nett proceeds, as a matter of construction of the treaty itself, and so we failed to effect anything.

In October or November, 1858, further sums were to be paid to the Creeks, on which we were entitled to a fee, and I agreed to go to the Creek country and collect the fee, while Mr. Cochrane should remain at Washington. On the 28th of September, 1858, he wrote me a letter on the subject, in the concluding paragraph of which he said: "Please try and see Luce before you leave Fort Smith, and have an understanding with him about being here early to push the Choctaw matter."

The next session (1858-1859) being the short session, I went to Washington at the beginning of the session. After we had found that we could not get a decision in our favor,

under the language of the treaty of 1830, that by a proper construction it gave you the nett proceeds of your lands, Mr. Cochrane had become discouraged, and the matter seemed to have become almost desperate. He could not furnish me the grounds, by data, as to your losses, and the treatment you had received after the treaty of 1830, on which to make an argument; but just when the case seemed lost, Mr. Luce came to me with a quantity of memoranda in a confused condition, obtained from the Indian Office, and furnished (I have since learned) by Mr. Grayson, a clerk there, who was to have been compensated for it by agreement with Mr. Cochrane. These I examined, and began to see that it was possible to obtain a respectable sum for you by an award. I prepared at once the "Memorandum of Particulars," in forty-two pages, which gained the case, and filed it with the committee; and early in the session of 1858-9 I went before the Committee, argued the case fully, convinced the committee, and obtained a decision favorable to us. The chairman was directed to prepare a report, giving you the nett proceeds of your lands, and he permitted me to write it, and it was made, just as I wrote it, without the change of a word, on the 15th of February, 1859; but the *resolution*, as prepared by Senator Sebastian, read, as to the lands remaining unsold after January 1, 1859, that they were worth nothing, after deducting expenses of sale. This Mr. Cochrane and myself induced him to change, and to allow for them twelve-and-a-half cents an acre.

Senators Clarke, of New Hampshire, and Doolittle, of Wisconsin, Republicans, were members of the committee, and heard and were convinced by my argument, and both sustained the claim and the report, from that time forward until the end. I discussed the case fully with Senator Johnson of Arkansas, and induced him to advocate the adoption of the report by an exhaustive speech; and with Senator Toombs of Georgia, and convinced him of its justice, and

induced him to support it. Several other senators voted for it in consequence of my demonstrating to them its justice, and we obtained the adoption of it by the Senate.

For I cared nothing about Mr. Cochrane's reasons for concealing my connection with the claim, and thought the putting forward of Mr. Luce as its manager was merely nonsense. I knew it had to be carried on its merits, and that to carry it I had to argue it, be known as your attorney, and convince individual senators and the committee. It was the only way in which *I* could serve you, and I had no idea of sneaking about and hiding the fact that I was your attorney; and would not have lied about it, to have ensured the success of the claim. I have always found an open and straightforward course the best. I had no reason to be ashamed of being your attorney, and therefore I acted as such openly. Besides, at the beginning of the session, Mr. Luce abandoned the case, and went home to Arkansas. I never knew the reason for this, as I could hardly think that he despaired of it. At any rate he did so, informing me that he withdrew from it, and he never had anything further to do with it.

During the vacation of Congress, the account was taken, under the award of the Senate. I went, that summer, to the Creek Agency, to collect the residue of the fee due us by the Creeks, collected it, and paid Mr. Cochrane his part. His letter of May 13, 1859, [*Appendix E*,] I print with this recital of facts, that you may see the proof of our connection in the Creek case, and know how I had kept faith with him, and where I was, and on whose business, in the summer of 1859. In the Creek case he had no trouble, and never prepared a single paper. I did *all* the work of that sort, and paid him the same amount that I received for myself. That claim and yours were not connected with each other, but we were jointly managing both, and in each, each of us did that part of the work for which he was best qualified and fitted. The

conduct of each is explained by that of the other: and the fact that I had employed him in both, and treated him with great liberality in the Creek case, made his underhanded attempt to defraud me in yours, all the more contemptible.

At the next session of Congress, 1859-60, I returned to Washington. The account taken under the award was reported by the Secretary. Mr. Cochrane had purposely permitted improper charges against you in the account, and improper deductions, in order, as he said, that the claim might not be *too* large, and alarm the Senate; and the Commissioner of Indian Affairs suggested the deduction of a large sum besides. I opposed this before the committee, and wrote the report, made on the 19th of June, 1860, which rejected his suggestion: but the committee proposed to deduct two other sums, in violation of the award, amounting to over \$600,000, and made the report so, (inserting this in it), without my knowing it. We could not get the report changed, but we could and did prevent action being had on it, and it never was adopted; for I easily demonstrated to the chairman that, at all events, the deductions were too large by several hundred thousand dollars: upon what ground I can at any time show, and shall do it, if I continue to be your attorney; as well as the other errors in the account; which will add half a million of dollars to the amount which it has since been proposed to pay you.

At the session of 1860-'61, I was again in Washington, to attend to your claim; and I, *alone*, procured for you the appropriation of \$500,000. The Senate appropriated a million and a quarter. Just then the message of your principal chief was published in Memphis, advising you to side with the South, and the appropriation was struck out in the House. Fortunately, I was allowed to name the members of both Committees of Conference on the part of the Senate, and had Senator Clarke placed on one, and Senator Doolittle on the other, without consulting either of them, but knowing

that I had long before convinced them of the justice of your claim. The Senate members on the first committee insisted on the original appropriation; and those on the last would only consent to a compromise, and the \$500,000 was appropriated.

That I conducted and controlled your case, from first to last, before Congress, that but for me the award would never have been obtained, and that but for me no appropriation would have been made in 1861, are facts that were perfectly well known to Colonel Pitchlynn and Judge Garland; and I should have just cause of complaint against the former, that in the report of 1868, he never once mentioned me as having in any way attended to the case, or rendered any service; if the report had not been written for him, and signed when he was sick. But it does broadly admit that, when the Treaty had been ratified, the delegation were "*in reality only commencing the principal and most arduous part* (of their work,) namely, the presentation of that large class of claims especially entrusted to our care, to secure which was the real object of our appointment:" and it was to *that* part of the business I attended.

The examination of the records was made by none of us, but by Mr. Grayson, who claims that, by agreement with Mr. Cochrane, he was to be paid one per centum of the whole amount recovered, for that service. We were to pay him, and not the delegation. The "presentation" of the claim was made by me, from the data which *he* collected. The *whole* argument, oral and printed, was made by me. Col. Pitchlynn heard me argue it before the committee. Both reports of the committee were written by me; and by me the votes were secured that ratified the award reported by the committee. For me, *only*, would Senator Johnson have argued the case; and Senator Sebastian would have permitted no one but me to write his reports. And though I cannot say that others might not have presented the case and argued it as ably as I did, I

can say that the *delegation* could not have done it at all; and that Mr. Cochrane never once dreamed of attempting it, and could not have done it, and you owe the award and the appropriation of \$500,000 to me more than to all other men together. Moreover, I was at Washington, exclusively on your business, during the sessions of 1856-7, 1857-8, 1858-9, 1859-60 and 1860-61, at an expense, each session, of over \$2,000. Mr. Cochrane lived in Washington, and his expenses were not increased. These expenses I was to be repaid, *before* a division of the fee, as you will see hereafter. And in addition to these expenses, I gave up all my legal business to attend to your case, losing thereby at least \$20,000, and had to incur other expenses in entertaining persons at Washington, which in such a case could not be avoided, to the amount of at least \$5,000. In your service I expended more than all that I received from the Creeks. Therefore it is that I am poor.

Most of these facts Colonel Pitchlynn knows. The report of 1868, I am assured by him, was brought to him to sign when he was very sick; and he did not know the manner in which it dealt with me until afterwards. Now, as he well knows the services that I rendered from 1856 to 1861, and that during all that time I acted as the chief and principal attorney of the Nation, as I was, I ask of him that he state frankly and distinctly whether these facts are not so.

To suggest the false and suppress the true are equally wrong. That report states that in 1855 I abandoned and deserted the case. That Colonel Pitchlynn might have been made to believe. Then it carefully *conceals* from you the fact that from the year 1855 to the end, I was principal counsel in the case, passing five sessions of Congress in your service at Washington, and laboring arduously and unremittingly in your service; and after telling you that I abandoned your case in 1855, it carefully induces you to believe that I never returned to Washington or had any-

thing to do with the case afterwards, by never mentioning my name, and by directly giving credit for the whole service to others.

I have seen enough of human nature in Washington to know that there is nothing so contemptible or base that *some* men may not be found to do it for a very pitiful consideration. But there are reasons and relations, entirely unconnected with this or any other *business*, that make me believe it *impossible* for Colonel Pitchlynn intentionally to have done that wrong thing. As to what I *did* in the matter of your claim, I have a right, than which no man can have a higher, to demand that he state publicly all he knows, and that he correct the great wrong which he was entrapped into doing me. If I had ever seen or heard of his report, before the 26th of December last, I should have demanded this as soon as it came to my knowledge; and I should have done so then, as I do now, publicly, and without any personal or private mention of it to him.

Even if it had been as true as it was false, that I had abandoned the case, I prove to you that in 1856, and always afterwards, Cochrane admitted *that I was equally interested with himself*. That of itself would make me your surviving attorney, entitled to control the fee. I will produce another proof of it, which you have not before seen, because, it having been misplaced among other papers, I found it by accident only a few months ago. Read John T. Cochrane's letter of April 15, 1861, which I print in the Appendix F. Read it, I beg you, and note how he speaks of "*our Choc-taw business*." "*We have had a hard struggle, in which we have been most effectually aided*." The senator who aided us roomed with me, and served us out of his regard for me, or, at least, I alone secured his services. Note how he speaks of "*your, Lea's and my shares*," and tells me that he expects to make mine come up to \$20,000, *including my expenses*. Was I not his partner, then? Must I run to his administrator to beg for my share?

I received *nothing* from *him*. Colonel Cooper handed me \$1,800 on account of expenses. The war commenced and lasted four years. At the end of it I did not know that I would *ever* be able to serve you at all again, or even that I would be allowed to live in the country, and I therefore made known my willingness that you should employ other counsel, even if I lost all compensation for my long labor and expenditure of money. I knew that, for a time at least, it would do you harm for me to attend to your affairs.

Your delegates employed other counsel, *but not in regard to the nett proceeds claim*. You paid those counsel and persons \$100,000 for getting the new treaty. This was not paid as any part of the fee agreed to be paid to myself or Cochrane. The same persons claim the whole of that yet. Mr. Latrobe's *name* was used, and he says he received only \$16,000. Nobody who knows him will doubt his word.

Who divided the residue? *It was paid to Cochrane*; that, and no more, we know. But one thing I know is certainly true; that most of the papers bearing Mr. Latrobe's name were not prepared by *him*. There are things in them that *he* could not have written or said.

I find, appended to a special report made by your Delegates, in May, 1871, a paper marked E, by which J. D. McPherson, executor of Cochrane, and John H. B. Latrobe, agree that, out of the \$250,000 in bonds, if obtained, George W. Wright should have *half* of the entire interest on the bonds; McPherson \$20,833 $\frac{1}{3}$, for the estate of Cochrane, and \$12,500 interest; and *John H. B. Latrobe*, \$41,666.66, in bonds or coin. I have noticed, also, the extraordinary care taken, in the letters signed with his name, not to let it be known that *he* claimed a right to any part of the interest on the bonds as a fee, the repeated declarations that *he* claimed no right to receive the bonds, and his great anxiety that his clients, the Choctaws, should receive and have the bonds and accrued interest; and I have also noticed that in

his address of May 20, 1871, he speaks of his agency for you being "as responsible as it was unremunerative;" and of certain parties (your delegates, I suppose), "who had been induced by the supposed interest of some outsiders, to agree to give them for their services, *the entire interest that it was then expected would be paid* on the \$250,000 of the bonds of 1861." Comical, rather! when his name was to precisely such an arrangement.

If Mr. Latrobe himself was, in fact, your agent, and his name not merely used for the benefit of another, you would certainly have for your attorney an able man and lawyer. But it is quite certain that while he and your delegates do not agree, he can do you little or no good. During the year 1871, all the papers vindicating your rights were written by me. I expected and asked no pay for it, and did not know, or hardly expect, that I should ever be paid for services before the war; but the rights of the Choctaws shall never be violated, or their interests suffer, if I can help it, whether they do me justice or not. It is not of *you* that I have to complain, but of men of my color, who want that which is mine.

Mr. McPherson, in March, 1871, spoke, in a letter to the Secretary of the Treasury, of moneys I had received during the war, under a power of attorney given me by Cochrane. He gave me none. I was his attorney, with right to receive the money, because I was his partner. What I received, then and before, I am always ready to account for. I will, if I receive the fee, wrong no one out of a dollar. Crediting myself with what they retained that was mine, in 1856, I owe my associates but a small sum, which I shall be ready to account for on a final settlement. I want only what is my own, and have always admitted the interests and rights of all the other parties.

In the spring of 1868, finding the nett preceeds claim still wholly unsettled, I resumed my place as your attorney, the

time having come when I could serve you again ; and to be able to do so efficiently, associated with myself, with an equal interest in my fee, General James W. Denver, a loyal gentleman and officer of the highest character, of ability, and of unquestioned integrity. He is, and will continue to be, associated with me, and we hope and expect to obtain payment in the end, of all that is due you by the United States.

Until I saw the contract made with Mr. Cochrane, and the report of your delegates, I was hampered by the conflicting claims of others to be your counsel. For, upon Cochrane's representations to me of the reasons for making the new contract, I had assented to it after it was made, as merely a substitution of his name for mine, with an increase of the fee for particular purposes, without any change of our relations, and without subordinating me to him, as your counsel. I was not likely to consent to work under him, and accept what *he* chose to pay.

But, so soon as I saw the contract and report, all that had embarrassed me disappeared. A consent procured by fraud and falsehood, is *no* consent, and may be revoked at any time : and no length of time sanctifies a villainy. My contract with your nation could not be annulled without my consent, unless for my default. I was not in default, and did not consent. Your delegates were misled and deceived, and declared the contract null by mistake : and by mistake I afterwards agreed to let that stand which had been done.

I do now publicly and formally declare that my consent was obtained by fraud : that my contract was never lawfully revoked, and is still valid and in effect and full force. The contract made with Cochrane was never presented to your Council to be ratified, because if I had ever seen it the trickery would have been exposed ; and I claim that the contract with Cochrane was bound in law to inure to my benefit, (jointly with him,) as if made with me, because, standing as he did to me, he *could not* make a contract for *himself*, and

could not have the profit of a fraud. That being the case, I am, as to the nett proceeds claim, your only attorney, and your attorney in regard to the bonds. When one partner dies, the surviving partner is entitled to hold the partnership's property and collect and receive the partnership debts. That is the law everywhere. The administrator of the dead partner has nothing to do with them. And when a lawyer dies, his administrator does not become the lawyer of his clients. The administrator might be a blacksmith or a cobbler. If you had had no attorney, but Cochrane, you would have had the right to employ a new one as soon as he died. You had nothing on earth to do with Mr. McPherson.

Neither had he any right to *sell* to Messrs. Cooper and Latrobé any interest in our fee under our contracts. Only a week or two before Mr. Cochrane's death, he absolutely refused to permit General Cooper to have an interest in the fee on the nett proceeds claim: and his administrator *knew* that, when he disposed of an interest in it to him.

Your General Council, in 1861, by mistake, allowed too large an amount as due on the contract with Cochrane—too large by several thousand dollars. I saw it, pointed it out, and declined to receive the over allowance. It was not due to us, and I did not want you to pay us one dollar more than we were entitled to. As I settled with the Creeks, and dealt with them, so I have always dealt with you. No man of your race can say that I have ever wronged him; and I never had power and opportunity to serve you, that I did not do it, as the papers which I wrote for you in 1871, and which I have written lately, prove.

I submit to your General Council that I am entitled to receive and distribute the whole fee due under the Cochrane contract. For the distribution of 10 per cent. of the 30, I could be held responsible. I know to whom it belongs. Cochrane's administrator has no right to a cent of it. In

addition to this, I am entitled to five per cent. for myself; and the estate of Cochrane to five per cent, and Luke Lea to five. If your counsel does not choose to pay me the moneys going to Cochrane, and through him to Lea, I am not in the least anxious to receive it. By Cochrane's letters, I am entitled to one half the fee. That is fifteen per cent., ten of which belongs to others, to whom I am bound, as well as Cochrane. I earnestly protest against that being paid to his administrator. It must be paid to me, because I am bound to the parties, and if the administrator did not pay them, I should have to do it with my own part of the fee. As to the other fifteen per cent., I prefer to have nothing at all to do with it. The Nation had better settle with the parties entitled to it, whoever they may be.

Under the arrangement made with the administrator, Messrs. Cooper and Latrobe are claiming to act as your attorneys, and while your delegate was vigilantly presenting your rights, *they* or one of them has presented in your behalf a memorial for the payment of the nett proceeds claim, or rather of part of it; for it does not seek to correct the errors by which you will lose more than half a million dollars. It is for you to say whether they or I shall be your attorney; and your General Council ought to say it at once.

I know you are a just people. I think you believe that I am truly your friend; and I feel confident that you will not permit other men to share among themselves that which belongs to me. What belongs to them, pay them. I do not want it. I object to what is mine going, not to benefit you, but to benefit those who did nothing to earn even their own parts, and to new comers who have earned nothing at all, and to whom you owe nothing. Yet they propose to deal with your money as if it were their own, under a contract in which they had no part, and under which Mr. Cochrane was entitled to precisely five per cent., and no more. Each

of those who are entitled, had better be content with his own part, and let mine alone.

Your friend and counsel,

ALBERT PIKE.

WASHINGTON, *February* 21, 1872.

APPENDIX.

A.

WASHINGTON, *September 14, 1854.*

DEAR SIR: You will, I apprehend, have by this time formed an unfavorable opinion of me as a correspondent, as of Raiford. I ought to have written to you long since, though I had nothing of importance to communicate. One reason why I did not was, that I relied on General Cooper seeing you on his way out to his agency, and his explaining to you, much better than could be done in a letter, all about the Choctaw business—what had been done, and how it stood. I hope he did; though, in a letter recently received from him, he says nothing about it. Lest he did not, I will give you a brief history of what has been done since you left.

You will recollect that the first effort was to get the business referred to Cooper for investigation and report. You saw the first communication I prepared for the Choctaws to effect that object, and approved it. It was successful. The whole business was referred to him with instructions to investigate and report thereon. I then, with my best ability, and with some elaborateness, prepared a communication for the delegation, setting forth the grounds of the claims of the Choctaws to the actual proceeds of their lands ceded by the treaty of 1830, and the reasons why a settlement should be now made with them based on that principle. This was followed by another communication in regard to the political and municipal relations of the tribe with the United States, and the necessity for a new treaty to place them upon a better defined and more satisfactory basis.

In regard to the first, General Cooper considered it an able document, and that it placed the claim of the Choctaws

on far stronger grounds than he had been able to bring himself to believe it could be. Failing, however, to obtain from General Eaton, the principal commissioner in the negotiation of the treaty of 1830, as satisfactory testimony as we expected in regard to the rights of the Choctaws to the proceeds of their lands, the General thought the case was not sufficiently made out to justify him in reporting in favor of their demand, and that it was not good policy to do so, but to endeavor to arrive at substantially the same result in another way which we devised, viz. to show that although there was no pledge made by the commissioners that the Choctaws should be allowed the actual proceeds of the lands, and the treaty did not so in terms provide, yet it was the understanding that the United States were to derive no profit or advantage from the cession; that the whole benefit was to inure to the Choctaws, and that the amount or value of the payments, national and individual, and the compensation in reservations of land and otherwise, specifically provided for in the treaty, would nearly, if not quite, equal the proceeds of the lands, if the provisions of the treaty were carried out in a spirit of justice and good faith; and that if any balance remained it would belong rightfully to the Choctaws as a resulting trust. A strong and very satisfactory document was prepared on this basis, written mainly by myself, showing by *items* and calculations that the compensations and benefits, specifically provided for in the treaty, amounted to a very large sum—far larger than the Government had ever made good—equalled probably the proceeds of the lands; that it was the calculation of the commissioners that they amounted to their full actual value, and that if there was or should be any balance it rightfully belonged to the Choctaws.

It being the policy of every one now connected with the Government to repudiate the claims of Indians, though jesuitically professing the desire and intention to do them

justice, Colonel Manypenny, the Commissioner of Indian Affairs, to whom the report was made, upon the merest superficial examination, made at a time and under circumstances which precluded his arriving at just conclusions, determined to send up the report to the Secretary, with one of his own entirely adverse. It was managed, however, to prevent this, and to get it sent with a letter from him, which, so far as it went, was favorable, but leaving the decision of the whole case to the Secretary. The latter examined the matter with some care, and talked with Cooper about it. He admitted that equity was on the side of the Choctaws; but the case was of one too great a magnitude for his weak nerves, and he showed an unequivocal disposition to shuffle it off on Congress. Learning his hesitation I prepared a communication for the delegation, stating that though they had fully made out their case, their claim being fully sustained by General Cooper's report, though in a different manner from that in which they had presented it, yet if he were not satisfied they wished a further hearing before he decided. They waited patiently for weeks, but heard nothing, until they were advised by the Indian Office of a decision which the Secretary had sent to it. After taking some general objection to some of the demands of the delegation in regard to the future political and municipal relations between the tribe and the Government, he affected to regard the question of compensation as closed by the past acts of the Government, and if justice had not been done, the Choctaws must apply to Congress. His decision did not, however, meet the great question at issue at all. He tried to show that the matter was closed by referring to what had been done by Congress and the Executive in regard to making compensation for reservations of which individuals had been deprived under the 14th article of the treaty. Now, the claims arising under this article, and in regard to which there had been legislative and executive

action, were not only those of individuals, but of persons who were not members of the Choctaw Nation, but citizens of Mississippi, and in all the proceedings in regard to them the rights of the Indian claimants had ever been regarded as provided for. These claimants had never been represented, and no settlement had ever been made with the Nation.

I prepared a communication for the delegation, reviewing this decision; and, as everybody says who has seen it, completely upsetting it and showing its absurdity. It also reviewed the Secretary's position as an executive officer, whose duty it was to see that the stipulations of treaties were fulfilled and justice done to the Indians, in shirking that solemn duty, and throwing the Indians upon Congress. The contrast between the course pursued towards the Northern tribes, for whom everything is being done, and the Southern Indians, for whom there is a clear and unequivocal disposition to do nothing, was freely commented on, cases and acts being cited, &c., and the question raised, why it was that under a northern administration of Indian affairs Northern Indians, only, could obtain justice. This communication has never been answered, though the Secretary, I am advised, has felt its point severely. It has excited much attention and remark on the part of those who have had an opportunity of seeing it, and Mix says that it is the greatest document in its way ever put on file by any tribe or delegation.

The Secretary won't say whether he will reconsider his decision and do anything or not. I presume he will do nothing. He has not the nerve or manliness to do justice, and I presume the matter will have to be carried to Congress—I do not mean to that body in its legislative capacity, but simply to the Senate in its executive capacity. The case is a strong one, and I think no one can take it before that body as one in which treaty stipulations have been

palpably disregarded, and in which, at this late day, justice cannot, from lapse of time and other circumstances, be done without another treaty providing for a settlement with the Choctaws on the principle of allowing them the proceeds of their lands. I feel pretty confident that we can make such an impression upon that body as to induce it to pass a resolution in favor of such a treaty in order to do justice. If this can be done the Executive will act accordingly, and then the whole matter will be accomplished.

Will you be here at the next session, and can you come in time to prepare the appeal to the Senate, and have it printed before that body meets? I would much rather you would prepare it—you can do it so much better than myself; but if you cannot come in time, I will do the best I can. I think you will be pleased with the documents which have emanated from the delegation, and be satisfied that, with Cooper's report, they make a very strong case. All of the delegation but two have returned home, and one of them is going in a few days. Pitchlynn will remain, and he will be joined by one or two others next spring.

I intended saying something about the Creek claim, but I write in a hurry, and have said all I can just now find time to communicate. Besides, Raiford is going out to the Creek country, and will doubtless see and inform you freely how matters stand.

Very truly and respectfully, your friend and obedient servant,

J. T. COCHRANE.

ALBERT PIKE, Esq., *Little Rock, Arkansas.*

B.

WASHINGTON, *October 2, 1856.*

DEAR SIR: I have no information yet from General

Cooper as to the time I should be in the Choctaw Nation, though I feel sure he must be now in New Orleans, or well on his way there, to get the funds. For particular reasons I know I must be at the agency some little time prior to the 1st proximo. I have therefore but a brief period before starting; so that if I put off longer the fulfilment of my promise to write and let you know when I shall be in Little Rock, it would be useless to write at all, as I should reach there as soon as a letter. I have no doubt of hearing from General Cooper, immediately on his arrival at New Orleans, probably to-morrow or next day; and my calculation is to start in time to reach the Rock by about the middle of the month at farthest; by which time I presume you will be certainly there.

Before leaving here you kindly offered me a seat in your carriage out to the Nation. You then expected to go out for Lea, but as it has become absolutely necessary for him to go out himself, and he is going, of course there will be no occasion for you to go. As a matter of policy and prudence, I had concluded, however, not to accept your invitation. Our going together would attract attention; it would be speculated on, and probably be reported or become known here, and confirm such allegations as those in Gardner's letters. Mischievous would certainly be the result. It would affect not only the Choctaw business but also the Creek. It would be concluded of course, that we are associated in the Choctaw business; and, if in that, in the Creek also. This may seem rather far-fetched to you, but if you were as familiar as I am with the tortuosities of mischief-making in Indian matters, it would not. Once let there be some plausible ground for a conclusion or even suspicion that we are at the bottom of the Choctaw and Creek business, and every effort would be made to head us off in both. The plan is to manage all these matters as unpretendingly and quietly—as slyly, if you please—as possible. Hence,

although it is highly desirable to Lea, especially on account of his physical disability, to go out with me, I will not consent to it. We must go separately, at different times, and by different routes, at least from here. I shall go alone, *though it may happen accidentally* that Pitchlynn will be going about the same time. *I am going to Northeastern Texas, where a brother-in-law of mine owns some land, that wants looking after, though I have business that will probably take me into the Choctaw country.*

I take it for granted it was only on account of Léa's business, you thought of going to the Choctaw country; and not with reference to the Choctaw business. I presume there can be no misunderstanding between us in regard to that. In the only conversation between us as to our relations in it—when you wanted to know whether I considered you had an interest in it—I readily assented, notwithstanding all that had been accomplished without you, that you should have an interest in it equal to my own, whatever that might finally be; it being my understanding, and I suppose of course yours, that you should aid and assist in getting it through; but I excepted that already accomplished, viz., the \$400,000 claim, which was started by neither of us, which you did not assist in at all, and I only in part, and the interest in which, as I told you, I did not consider I had the right to control. In regard to that I told you I could make no promise; but whatever others having the best right to decide were willing to, I was. Frankly, under all the circumstances of the case, I do not think you have a just claim to participate in it. But if, from our original association in the business, and of a reliance by you on me to conduct the business in your absence, (though that very absence rendered it necessary to bring others in and thus diminish the profits,) if for these or other reasons, you think differently, just make me out a memorandum of your views on the subject, which I can have when I reach the Rock,

and I will bring it forward for consideration when the relative rights of all the parties concerned come to be determined on. For myself I want to do not only what is just and right but what is liberal towards you.

Hoping to have the pleasure of seeing you at the Rock, I remain, very respectfully and truly,

Your friend and obedient servant,

J. T. COCHIRANE.

Captain A. PIKE,

Little Rock, Arkansas.

C.

FORT TOWSON, *November 18, 1856.*

DEAR SIR: I have succeeded in getting my business arranged after greater delay and difficulty than I imagined. I had opposition, which was at one time formidable, and in order to overcome it and make all things right and smooth for the present and future both, I have had to incur heavier expenses than I anticipated. The consequence is that the dividend is considerably reduced. For your share I enclose you two certificates of deposit, \$5,000 each (\$10,000) of the Southern Bank at New Orleans in favor of Heald, Massie & Co., and endorsed by them, and numbered 155 and 156. In order to arrange to get this exchange, there had to be an understanding that these certificates would not be presented till the expiration of sixty days from date—not before the 12th proximo. Please arrange accordingly. The amount I remit is a full and equal share, except in one case, viz, the person who originated the claim to lands west of 100 degrees, and who claimed and contended for the lion's share, which, in order to avoid unpleasant controversy and difficulty, I conceded. I trust you will be satisfied, as, with the exception of that case, you stand upon an equal footing with

the other dis-tributees. Please acknowledge receipt of enclosed to me at Georgetown, D. C., as I start for home tomorrow. I go by Gaines' Landing, and shall carry this with me, and mail it at Washington, Ark.

I have learned from a Choctaw residing near Tuckabatchee, where the Creeks hold their council, that they have have voted your fee on \$800,000, viz, \$200,000. Though I am not anxious about it, I would like to know how much I will probably realize out of it, if you can make any calculation. I presume it will not be necessary for me to come out to aid you in collecting or to receive my share. I hope you will be in Washington to aid us with the big Choctaw claim.

Yours, truly and faithfully,

J. T. COCHRANE.

A. PIKE, Esq.,

Little Rock, Arkansas.

D.

WASHINGTON, *January 18, 1858.*

DEAR SIR: Yours of the 4th instant was duly received, and I did not immediately reply to it, because I had anticipated your enquiry about coming here, in a letter which ought to have reached you before Major Rector left New Orleans. * * * * *

Not a step has been taken in the Choctaw business yet. I am waiting for Luce, who ought to have been here weeks ago, as he promised. For prudential reasons, as I explained to you, I transferred the formal management of the matter to him. It is known that I have already collected a considerable amount from the Choctaws, and you from the Creeks. There are persons watching the Choctaw matter; and if you or myself appear prominent in it, the large

sums we have collected will be referred to, and our connection with it used to prejudice it. Hence it was better to have a fresh man to take the lead. Another reason for selecting Luce was, that I wished it to come up as a sort of Arkansas matter, with which no one in particular was connected—no claim-agent—and that Luce, as an Arkansas man and a friend of Sebastian, being here on other business, (Creek bounty land claims,) was simply aiding him in making the investigation, &c. * * * * *

Hence I have been precluded from taking any step in regard to it in the absence of Luce, whose arrival may certainly be now counted on daily. As soon as he comes the course will be to have him get Sebastian to have a resolution of the proper kind adopted referring the matter to the Department of the Interior. It will, of course, go to the Indian Office.

* * * * *

This will serve as the basis of the action of the committee in the Senate; and if the thing can be worked along in this way there ought not to be much difficulty in that body. In this view of the case I don't see that there is any *necessity* for your being here before the matter has been sent back from the Department to the Senate. I think Luce and I can work it quietly and successfully along till then. When it gets back there you might aid efficiently in making up Sebastian's report, and then in effecting its adoption by the Senate. I would be glad to have you here during the whole progress of the matter, but there is no use of your being here at the heavy sacrifice it subjects you to, then there is no real necessity, and I would be reluctant to notify you to come until such a necessity arises. But as the matter stands, there may and probably will not be any such necessity for your presence for some six weeks, or it may be two months. Whenever it reaches a point where you can strike in effectually or advantageously I will not fail to let you know, as I am really getting very tired of it, and am anx-

ious, by bringing every available influence to bear, to have it disposed of during the present session.

Truly, your friend,

J. T. COCHRANE.

A. PIKE, Esq.

E.

WASHINGTON, *May 13, 1859.*

DEAR SIR: Not being able to attend the Creek payment, and to be present at the settlement of the division of the balance of the fee due by the Creeks, I take the liberty of writing to you in relation to the latter, though it may be entirely unnecessary.

I take it for granted that the settlement will be made on the same basis as before, with which I was satisfied, though the amount I received was considerably less than I expected. My principal object in now writing is to remind you, in case you should have forgotten, how that settlement was made with reference to myself and partner.

As you are aware, we were the first parties employed by Colonel Raitord, he having engaged our services in 1852, and pledged to us one-half of his full interest in the fee. His interest being one third, ours was therefore one sixth. You also afterwards employed us on your side, stipulating to make up our interest in the fee to one-fourth. Colonel Raitord also employed Major Hanrick, engaging to allow him one-half of his interest, which one-half of his full interest having previously been assigned to myself and partner, was one-sixth, thus giving to Major H. only one-twelfth. He having rendered most important and valuable service in getting the Creek claim through, and having advanced a considerable amount to pay necessary expenses during the progress of the business, it was considered that he was entitled to a

larger measure of compensation than the one-twelfth, after deducting expenses, would give him. You and myself were anxious that he should have a larger share, and you felt under some obligation to augment it. With your consent therefore, I proposed that Colonel Raiford's one third, after deducting expenses, should be divided equally between him, Hanrick and myself. You still to make up to my partner and myself our share to one-fourth of the whole fee, after deducting the expenses. And it was upon this basis that the settlement was made with us. My partner and myself, of course, claim the same extent of interest in the remainder of the fee, viz., one-fourth—as you stipulated to make it—and I presume there will be no objections, in any quarter to the old basis of settlement. We beg to look to you for the protection of our interests, particularly as Colonel Raiford authorized and left it to you to settle with us and pay us the money. * * * * *

I presume you will be able to obtain exchange from Major Rector; and therefore beg that as soon as the fee is collected you will be kind enough to send me a draft for our share. I have met with an unfortunate and painful reverse since you left here, in consequence of which and of the large amount I am out on account of the Choctaw business, I am very much pressed and distressed for money. Please include also, if you possibly can, the balance between us on account of the old settlers' fee.

With best respects to Major Rector, Colonel Garrett and other friends, I remain,

Very truly yours, &c.,

J. T. COCHRANE.

A. PIKE, Esq.

P. S.—I am busily engaged in trying to procure information respecting the Wilson claim about which you wrote, and as soon as I complete the investigation will advise you

of the result. Greenwood commenced as Commissioner of Indian Affairs to-day. Choctaw investigation quietly proceeding in the proper manner. Of course I watch it closely.

J. T. C.

F.

WASHINGTON, *April 15, 1861.*

DEAR SIR: Yours, from New Orleans, enclosing \$500, was duly received and very welcome, as my funds had become quite scant.

I would have written sooner, but for the continued uncertainty as to the issue of our Choctaw business. We have had a hard struggle, in which we have been most efficiently aided by ——— Without him we could not have accomplished anything. The whole of the corn money, \$135,000, has been placed in Cooper's hands, and through the kindness of the Secretary of the Treasury the remainder of the money part of the appropriation has been turned over to the delegation. In connection with his agreement to pay them this money he advised them not to take bonds, in consequence of the loss they would sustain on them, they being considerably below par; but to wait until the loan for Treasury notes was given out, when he would either pay them in money or such notes which he would guarantee would be worth par. They consented to the arrangement, and put in a bid for the \$250,000, which has been accepted at par. Most of the loan was bid for at a fraction above par. It is presumed the Secretary will give them the notes, which will be much better than bonds. We hope to get them by the last of the week, and then have a settlement. The delegation is not disposed to settle until they get all through.

——— left on Saturday morning, feeling assured that all was right and safe. He wanted, and said he absolutely

needed, \$4,000, which, of course, I had to raise for him, through Cooper. I also paid his expenses, \$100. So the money goes. Yet notwithstanding this, I hope to be able to make your, Lea's and my shares even a little over my calculation, which you saw when we considered the matter at Lea's—so much more as to make yours come out to even \$20,000, *including your expenses*—leaving you, however, responsible to — on account of your last promise, which I shall repudiate as agreed upon by Lea and myself. You will not, however, be under any obligation to pay him anything on account of it, because he failed to render the service expected of him, and, in fact, was of no assistance at all.

Just so soon as I can settle with the delegation I will remit the balance coming to you.

Yours, truly, &c.,

J. T. COCHRANE.

Capt. A. PIKE.





